



## NAVAJO COUNTY

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into between the Navajo County ("County"), a political subdivision of the State of Arizona, and Callie Jensen, CPT ("Independent Contractor").

**WHEREAS**, Navajo County requires the services of a certified personal trainer to assist in the fulfillment of the County's goal of creating a sustainable wellness program.

**WHEREAS**, Independent Contractor is a certified personal trainer licensed to practice in Arizona; and

**WHEREAS**, the County wishes to contract with the Independent Contractor for administration, tracking, documentation of activities related to the wellness program as described herein, and the Independent Contractor is willing to provide such services upon the terms and conditions set forth herein,

**NOW, THEREFORE**, the parties agree as follows:

1. **Term.** This Agreement shall commence as of May 1, 2015 (the "Effective Date") and shall continue in effect through December 31, 2015 unless sooner terminated as provided in Section 10.
2. **Services.** The Independent Contractor shall provide the following services to Navajo County and the employees of Navajo County. Individual support and/or counseling in general wellness and nutrition to County employees. Track attendance, participation, and performance data related to wellness events scheduled by the County and Subcontractor. Develop marketing campaigns to promote healthy lifestyles and participation in fitness and wellness programs. Conduct surveys to determine interest in, or satisfaction with, wellness and fitness programs, events, or services. Teach fitness classes to improve strength, flexibility, cardiovascular conditioning, or general fitness of wellness participants in Holbrook, Winslow and Show Low. Make recommendations to the Wellness Committee on service offerings that promote wellness and fitness. Work with Human Resources and Wellness Committee to organize and oversee health screenings, such as flu, mammography and biometric screenings. Oversee fitness facilities, ensuring safe and clean facilities and equipment and report any issues to Facilities Management and/or Human Resources. Maintain wellness and fitness related schedules, records, or reports. Develop fitness or wellness classes, such as yoga, aerobics, and weightlifting. Develop walking and running clubs and challenges to engage employees. Create and participate in employee wellness outreach activities. Prepares and maintains records and reports.

Services shall be provided on an as needed basis, determined by employee and Wellness Committee demand. All parties shall agree upon a mutually satisfactory schedule.

3. **Payment.** As full and complete compensation for the services to be provided hereunder, the County shall pay to the Independent Contractor a fee of \$20 per hour for services rendered. Payments shall be due and payable upon receipt of Subcontract's itemized invoice. Each invoice shall detail the work performed during the billing period. Payment shall be made directly to the Independent Contractor in accordance with the County's standard procedures for processing demands.
4. **Independent Contractor.** In providing services hereunder, the Independent Contractor is an independent contractor and acknowledges as such. Neither party is or shall be an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by the County, and Consultant shall be solely responsible for such matters.
5. **Insurance.** Independent Contractor shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect the County (and their respective officers and employees, participants and equipment funded under this Agreement) against such losses as set forth below. Independent Contractor shall provide County with a current Certificate of Insurance or a certified copy of the insurance policy naming County as additional insured (except for Errors and Omissions coverage).

The following types and amounts of insurance are required as minimums:

General Liability

Comprehensive Form Premises-Operation	Bodily Injury and Property Damage	<b>\$1,000,000</b> each occurrence
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Standard minimum deductibles are allowed. Any deductibles are the responsibility of Independent Contractor. Independent Contractor shall immediately inform County of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by County. Independent Contractor shall notify County upon any termination of its regular professional liability coverage and shall obtain extended liability coverage for a minimum of five years from the termination date.

Independent Contractor acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

6. **Compliance with Laws.** The Independent Contractor shall comply with all federal and state statutes, regulations and orders applicable to the series provided hereunder. All federal and state laws required to be incorporated into the Agreement shall be enforced as though fully set forth herein. This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County). In the event that litigation arises regarding this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

7. **Professional Licenses.** The Independent Contractor shall maintain in force throughout the term of this Agreement any and all licenses, permits and accreditations required for the Independent Contractor to provide services hereunder; Personal Trainer certification, CPR certification and fingerprint clearance. The Independent Contractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked. The contractor shall hold a valid driver's license; meet all Navajo County driving requirements/policies to operate a county vehicle.
8. **Reports and Records.** The records on a client at the time services are issued and all other client records shall be retained by the Independent Contractor. The Independent Contractor is familiar with all record-retention and confidentiality requirements set forth in the HIPAA Act of 1996 and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.
9. **Indemnification.** To the fullest extent permitted by law, Independent Contractor shall defend, indemnify and hold harmless the County, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes, omissions, work or services of the Independent Contractor, its agents, employees or subcontractors in the performance of this Agreement. Independent Contractor's duty to defend, hold harmless and indemnify the County, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose negligent acts, errors, mistakes or omissions Independent Contractor may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Termination.** Either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party. In addition, the County may terminate this Agreement upon written notice if the Independent Contractor fails to cure any default in performance within ten days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS §§ 38-511 (concerning conflicts of interest).
11. **Non-Assignment.** The Independent Contractor shall not assign any right or interest in this Agreement without the County's prior written approval, nor shall the Independent Contractor delegate or subcontract any duty hereunder without the County's prior written approval. Any purported assignment, delegation or subcontract without the County's prior written approval shall be void.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

NAVAJO COUNTY

By \_\_\_\_\_  
Jonathan M. Nez, Vice-Chairman  
Navajo County Board of Supervisors

and

Independent Contractor

Callie Jensen, CPT

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

Notary Public

My Commission Expires: